

Memorandum



Date: January 20, 2005

Agenda Item No. 7(J)(1)(L)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Subject: Retroactive Change Order No. 2 (FINAL), Brickell Extension
Paint Remediation, Contract TA99-MV3, with Len Hazen Painters

The attached retroactive Change Order No. Two (FINAL) to the contract between Len Hazen Painters, the contractor, and Miami-Dade County has been prepared by Miami-Dade Transit (MDT) and is recommended for approval.

CHANGE ORDER NO.: Two (FINAL)

PROJECT NO.: TA99-MV3

PROJECT LOCATION: Metromover Brickell Extension

PROJECT DESCRIPTION: The repainting of the steel surface of portions of the guideway structures including surface preparation (removal of all loose coating material, water soluble salts and rust), furnishing and applying the selected coating system and subsequent testing thereof.

PRIME CONTRACTOR: Len Hazen Painters

COMPANY PRINCIPAL(S): Len Hazen, President

COMPANY QUALIFIER: Len Hazen

LOCATION OF COMPANY: Miami, Florida

YEARS IN BUSINESS: Forty-two (42)

SUBCONTRACTOR: Jasper Enterprises

DBE GOAL: 12%

GOAL ACHIEVED AT AWARD: 18.6%

ORIGINAL ESTIMATE: \$800,724.82

CONTRACT AMOUNT: \$789,424.14 (See attached bid tabulation)

PREVIOUS CHANGE ORDERS:

Change Order #1- An increase of \$691,214.40 in cost with an extension of the contract duration to December 30, 2002 (approved June 17, 2003 through Resolution No. R-707-03). This change order was necessary because the design consultant, Post Buckley Schuh & Jernigan (PBS&J), had significantly underestimated the original bid quantities of work to be done. In addition, based on the field testing of the existing paint, the County's Department of Environmental Resources Management (DERM) required that the zinc and lead contaminated wastewater, discovered as a result of the girder cleaning operations, be contained and removed in an approved manner.

CHANGE ORDER
RECOMMENDATION:

A reduction of (\$9,984.36) in the contract amount and a non-compensable time extension of an additional 25 working weekends through November 16, 2003.

This reduction of (\$9,984.36) was calculated as follows:

- 1) Design Error change - \$64,517.10
- 2) Reductions in bid items - (\$128,526.35)
- 3) Delete Allowance Account
for I.G. - (\$1,968.64)
- 4) County requested changes - \$55,993.53

Paragraph 1.19.K of the Contract Conditions stated that the contractor was allowed to work only on weekends and that these weekends may not be contiguous, as access to the Metromover Guideway would depend on operational and various other factors. MDT staff determined that the contractor was due a non-compensable time extension of 25 additional working weekends through November 16, 2003, for the following reasons: a) surface preparation procedures had to be revised that required more time than anticipated by the contractor; b) the greater than normal number of special events resulted in denial of access to the contractor; c) the performance of scheduled Metromover Operations maintenance programs contributed to the denial of access and resulted in the lengthened duration to complete the work; d) additional quantities of work required more time; and e) paint adherence testing procedures and sophisticated containment/collection systems that necessitated additional time.

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CLASSIFICATION OF
CHANGE ORDER:

- ☐ Regulatory Change
- ☐ Other Agency Request Change
- ☒ Design Error Change
- ☐ Design Omission Change
- ☒ County Requested Change
- ☐ Unforeseen/Unforeseeable Change
- ☐ Other _____

ADJUSTED CONTRACT AMOUNT: \$1,470,654.18

PERCENTAGE OF INCREASE
OR DECREASE PREVIOUS
CHANGE ORDERS:

87.6%

PERCENTAGE OF INCREASE
OR DECREASE THIS
CHANGE ORDER:

(1.26%) decrease in the contract amount and a non-compensable time extension through the weekend ending November 16, 2003.

JUSTIFICATION FOR
CHANGE ORDER:

This change order is necessary due to design error and County requested changes.

The design error change that resulted in an increase of \$64,517.10 was due to the underestimating of Bid Item 09901.01, Guideway (not galvanized), by PBS&J, the design consultant. (Backcharges related to the previous Change Order No. 1, this Change Order No. 2, and any future remedial costs for the remaining work to be performed, were negotiated with PBS&J and were settled through Resolution No. R-856-04, approved by the Board on July 13, 2004. The settlement, in the amount of \$500,000, consisted of a \$375,000 cash payment and \$125,000 in in-kind services.)

The County requested changes consisted of the reductions of several bid items to show the actual amounts expended; the deletion of the Allowance Account for the I.G.; the payment to the contractor to additionally clean Spans #1-15 as required; to contain and remove the lead and zinc contaminated water for Spans # 16-19, Span #19 cross-over and Span #69; and to provide the additional surety and maintenance bonds as a result of the additional change order work.

The reductions for the several bid items were as follows:

1) Revise Bid Item 09901.02	(\$10,684.50)
2) Revise Bid Item 09901.03	(\$1,948.10)
3) Revise Bid Item 09901.04	(\$4,280.00)
4) Revise Bid Item 09901.05	(\$83,133.00)
5) Revise Bid Item 09901.06	(\$28,480.75)
6) Delete Bid Item 01010.02 (I.G.)	(\$1,968.64)
Total reductions	(\$130,494.99)

The creation of new bid items for Change Notice #10, #13, #14 and #15 resulted in an increase of \$55,993.53.

The certificate of final acceptance was issued to the contractor on November 16, 2003. After final acceptance, the contractor continued to complete warranty items and prepared the as-built drawings and close-out documents to comply with the contract documents. The Resident Engineer and the contractor met on several occasions over an extended period to try and negotiate all the outstanding change notices. Included in this change order is Change Notice #15 (the final Change Notice) for an increase of \$12,175.20 that was finally negotiated on September 29, 2004. The originals of this change order were sent to the contractor on September 30, 2004. Because of a misunderstanding between the contractor and his surety, these executed originals were received from the surety on October 28, 2004.

ALLOWANCE ACCOUNT STATUS:

Original Amount: \$63,898.00
Expended to date: \$63,898.00
Balance Remaining \$0.00

CONTRACT COMPLETION DATE:

To be revised to the weekend ending November 16, 2003.

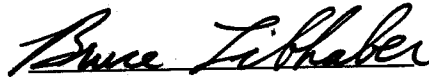
USING AGENCY:

Miami-Dade Transit

FUNDING SOURCE:

Original Project Budget funded from County Capital Reserve 100% - \$1,470,654.18

APPROVED FOR LEGAL
SUFFICIENCY:



Bruce Libhaber
Assistant County Attorney

11/16/04

Date



Assistant County Manager

Date



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: January 20, 2005

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(J)(1)(L)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(J)(1)(L)

01-20-05

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF
RETROACTIVE CHANGE ORDER NO. TWO (FINAL) TO
CONTRACT TA99-MV3 BETWEEN MIAMI-DADE COUNTY
AND LEN HAZEN PAINTERS FOR A REDUCTION OF
(\$9,984.36) IN THE CONTRACT AMOUNT AND A NON-
COMPENSABLE TIME EXTENSION OF 25 ADDITIONAL
WORKING WEEKENDS THROUGH NOVEMBER 16, 2003

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves Retroactive Change Order No. Two (FINAL) to contract TA99-MV3 between Miami-Dade County and Len Hazen Painters for a reduction of (\$9,984.36) in the contract amount and a non-compensable time extension of 25 additional working weekends through November 16, 2003, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.



By: _____
Deputy Clerk

Bruce Libhaber

CHANGE ORDER NO. 2(FINAL)PROJECT NO. TA99-MV3DATE September 30, 2004**Brickell Extension Paint**PROJECT TITLE: Remediation

Len Hazen Painters, Inc.

P.O. Box 280

CONTRACTOR: Fort Ogden, FL 34267

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Provide change work as detailed in Change Notice #7; #8; #9; #10; #13; #14 and #15.

SUMMARY OF CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT	<u>\$789,424.14</u>
COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED	<u>\$691,214.40</u>
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	<u>\$1,480,638.54</u>
COST OF CONSTRUCTION CHANGES THIS ORDER	<u>(\$9,984.36)</u>
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	<u>\$1,470,654.18</u>
PERCENT DECREASE THIS CHANGE ORDER	<u>(1.26)%</u>
TOTAL PERCENT INCREASE TO DATE	<u>86.34%</u>
EXTENSION OF CONTRACT TIME ALLOWED BY THIS CHANGE	<u>An additional 25 working week-ends through November 16, 2003</u>

CERTIFYING STATEMENT: I hereby certify that the supporting cost data included is, in my considered opinion, accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit competitive bidding.

Neville G. Hoo
 for SIGNATURE RESIDENT ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

Miami-Dade Transit
 DEPARTMENT

CPE313MTMOVR
 FUNDS BUDGETED CODE

MDTA Finance
 MDTA Finance CERTIFIED BY

ACCEPTED BY:

(COMPANY SEAL)

Len Hazen Painters, Inc.
 president

APPROVED:

BUDGET DIRECTOR

(SURETY SEAL)

M

First National Insurance Company of America
 MEDFORD ROCKSTROH (attorney in fact)

RECOMMENDED:

10/29/04
 CHIEF TRANSIT CONSTRUCTION

APPROVED:

10/29/04
 ASST. DIRECTOR, PLANNING & DEVELOPMENT

APPROVED:

DEPARTMENTAL DIRECTOR
 DEPARTMENTAL DIRECTOR

DADE COUNTY, Florida

By its BOARD OF COUNTY COMMISSIONERS

By: _____

County Manager

ATTEST:

By: _____

Deputy Clerk

MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Brickell Extension Paint
Remediation
CONTRACTOR: Len Hazen Painters, Inc.

CONTRACT NO. TA99-MV3

CHANGE ORDER NO. 2(FINAL)

**Change Notice #7 – Revise Bid Items 09901.01, 09901.02, 09901.03, 09901.04, 09901.05 and 09901.06
to reflect the actual quantities expended**

BACKGROUND

Bid Item 09901.01, Guideway (not galvanized – prepare surface, apply prime & tie coats)

Change Order #1 revised this bid item quantity to 4,000 linear feet (l.f.). At the completion of this contract, the contractor had completed 4,591.9 l.f. of this item. As a result, this line item shall be increased by 591.9 l.f. (representing a 14.8% increase) in order to compensate the contractor.

Bid Item 09901.02, Guideway (not galvanized – prepare surface, apply finish coat)

Change Order #1 revised this bid item quantity to 4,825 l.f. At the completion of this contract, the contractor had completed 4,510.75 l.f. of this item. As a result, this line item shall be decreased by (314.25 l.f.) (representing a 6.5% decrease) in order to arrive at the final revised quantity.

Bid Item 09901.03, Guide beam (not galvanized – prepare surface, apply prime & tie coats)

Change Order #1 revised this bid item quantity to 3,589 l.f. At the completion of this contract, the contractor had completed only 3,518.16 l.f. of this item. As a result, this line item shall be decreased by (70.84 l.f.) (representing a 2% decrease) in order to arrive at the final revised quantity.

Bid Item 09901.04, Guide beam (not galvanized – apply finish coat)

Change Order #1 revised this bid item quantity to 3,589 l.f. At the completion of this contract, the contractor had completed only 2,733 l.f. of this item. As a result, this line item shall be decreased by (856 l.f.) (representing a 23.9% decrease) in order to arrive at the final revised quantity.

Bid Item 09901.05, Guideway walkway (not galvanized – prepare surface, apply prime & tie coats)

Change Order #1 revised this bid item quantity to 5,784 l.f. At the completion of this contract, the contractor had completed 4,244.5 l.f. of this item. As a result, this line item shall be decreased by (1,539.5 l.f.) (representing a 26.6% decrease) in order to arrive at the final revised quantity.

Bid Item 09901.06, Guideway walkway (not galvanized – apply finish coat)

Change Order #1 revised this bid item quantity to 5,784 l.f. At the completion of this contract, the contractor had completed 4,244.5 l.f. of this item. As a result, this line item shall be decreased by (1,539.5 l.f.) (representing a 26.6% decrease) in order to arrive at the final revised quantity.

MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

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Brickell Extension Paint
PROJECT TITLE: Remediation
CONTRACTOR: Len Hazen Painters, Inc.

CONTRACT NO. TA99-MV3

CHANGE ORDER NO. 2(FINAL)

Paragraph B of Article 33, Increased or decreased quantities, of the General Conditions states in part: "If the actual quantity of Bid Item varies from the Engineer's quantity estimate by 25% or less, payment for the Bid Item will be made at the Contract unit price ...".

SUMMARY OF NEGOTIATIONS

At the completion of this contract, in accordance with the above mentioned Paragraph B and since the increase and reductions in the final revised quantities are very close to and under the 25% limit, both parties agreed that the following were the final revised quantities for the subject bid items and should be paid for or reduced at the original bid price:

<u>Bid Item No.</u>	<u>Original Quantity (l.f.)</u>	<u>Revised Quantity (l.f.)</u>	<u>Change Quantity (l.f.)</u>	<u>Unit Price</u>	<u>Change Amount</u>
09901.01	4,000	4,591.9	591.9	109.00	\$64,517.10
09901.02	4,825	4,510.75	(314.25)	34.00	(\$10,684.50)
09901.03	3,589	3,518.16	(70.84)	27.50	(\$1,948.10)
09901.04	3,589	2,733	(856)	5.00	(\$4,280.00)
09901.05	5,784	4,244.5	(1,539.5)	54.00	(\$83,133.00)
09901.06	5,784	4,244.5	(1,539.5)	18.50	(\$28,480.75)

With respect to the Design Consultant backcharges, on April 12, 2004, the County negotiated a settlement with Post, Buckley, Schuh & Jernigan (PBS&J) in the amount of \$500,000 which consists of a \$375,000 cash payment and \$125,000 in in-kind services. In their letter dated May 18, 2004, PBS&J provided the County with an executed Release & Settlement Agreement and included Check No. 0008666, payable to the Board of County Commissioners (BCC), for an amount of \$375,000. In addition, the agreement contains the provision for in-kind services in the amount of \$125,000.

Change Notice #8 – Revise Bid Item 01010.02 to reflect the actual amount expended

BACKGROUND

Paragraph D of Article 1.08, Allowance Accounts, of the Contract Conditions states: "Upon completion of the work, the Contract Price shall be decreased by Change Order to reflect unexpended amounts under these Allowance Accounts".

In the original bid form, Bid Item 01010.02, Allowance Account for Inspector General (IG), was specified to be \$1,968.64. To date, no funds have been expended from this account. Thus, in accordance with the above paragraph, this Allowance Account shall be revised to reflect a reduction of (\$1,968.64) in the contract amount.

MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Brickell Extension Paint
Remediation
CONTRACTOR: Len Hazen Painters, Inc.

CONTRACT NO. TA99-MV3
CHANGE ORDER NO. 2(FINAL)

SUMMARY OF NEGOTIATIONS

At a meeting held on March 15, 2004 to discuss the above item, both parties agreed that Bid Item 01010.02, Allowance Account for IG, shall be revised to reflect a reduction of (\$1,968.64).

Change Notice #9 – Provide time extension to the contractor

BACKGROUND

Change Order #1 granted the contractor a non-compensable time extension through the week-end ending December 30, 2002.

During the execution of the remaining contract work, the contractor experienced further delays due to the following reasons:

- 1) Surface preparation procedures had to be revised that required more time than anticipated by the contractor.
- 2) The greater than normal number of special events resulted in denial of access to the contractor.
- 3) The performance of scheduled Metromover Operations maintenance programs contributed to the denial of access and resulted in the lengthened duration to complete the work
- 4) Additional quantities of work required more time.
- 5) Adherence testing procedures and sophisticated containment/collection system necessitated additional time.

As a result of the above items, the contractor requested a non-compensable time extension through November 16, 2003.

SUMMARY OF NEGOTIATIONS

In his letter dated October 15, 2003 the contractor requested a non-compensable time extension through the week-end ending November 16, 2003 to complete the work. MDT Scheduling staff reviewed this submittal with MDT Construction staff and determined that, in light of the facts presented, the contractor's request was reasonable.

Change Notice #10 – Provide compensation to the contractor for additional cleaning of Spans 1-15

BACKGROUND

The specified cleaning method did not remove the existing deficient primer coating even after the contractor had cleaned the same areas twice under the strict supervision of the MDT staff. The paint did not adhere and peeled again. As a result, the RE directed the contractor to remove the peeled coating and clean these

MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Brickell Extension Paint
Remediation
CONTRACTOR: Len Hazen Painters, Inc.

CONTRACT NO. TA99-MV3
CHANGE ORDER NO. 2(FINAL)

spans a third time by hand scraping and wire brushing. This phase of the work was performed over a 6-week period working 7 days per week.

SUMMARY OF NEGOTIATIONS

In his letter dated December 16, 2002, the contractor requested a total of \$62,865.30 to perform the above described additional work. The R.E. reviewed the back-up information and disagreed with the labor and equipment costs requested. The R.E. also stated that the contractor earlier failed to clean the steel girders properly and therefore should be responsible for 50% of the total cost. After further discussion and making the necessary revisions, the revised sum of \$31,432.65 was accepted by both parties.

CHANGE NOTICE NO. 13 – Provide payment to the contractor for the additional work containing the lead and zinc for Spans 16-19 (inbound & outbound); Span 19 cross-over and Span 69

BACKGROUND

On November 14, 2001 MDC DERM provided MDT staff with a memorandum stating that the results of the tested effluent exceeded the effluent standards for zinc and lead for discharge to surface water and or groundwater. As a result, during the painting operations the contractor had to provide a satisfactory means of properly containing and disposing of this contaminated wastewater. Since this item was not included in the original bid documents, the contractor is due this additional payment.

SUMMARY OF NEGOTIATIONS

In his letter dated September 16, 2004, the contractor requested a total of \$6,423.87 to perform the above described work. The R.E. reviewed the attached back-up information and disagreed with some of the quantities requested. Making the necessary corrections resulted in the revised sum of \$5,761.37 that was accepted by both parties.

The final negotiation with the contractor for this change notice was concluded on September 22, 2004.

CHANGE NOTICE NO. 14 – Provide payment to the contractor for his additional surety bond for the additional change order work

BACKGROUND

Paragraph I.4 of Article 36, Changes, of the contract General Conditions, states in part: "A bond cost of 1% may be added to establish the total amount of the Change Order, ..." This is the additional payment for the surety bond for the additional change order work.

MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Brickell Extension Paint
Remediation
CONTRACTOR: Len Hazen Painters, Inc.

CONTRACT NO. TA99-MV3
CHANGE ORDER NO. 2(FINAL)

SUMMARY OF NEGOTIATIONS

The revised contract amount for actual work done amounted to \$1,451,854.67. The original contract value was specified as \$789,424.14. Thus, the difference of \$662,430.53 represented the amount of actual change order work performed by the contractor. As a result and in accordance with the above paragraph, the contractor is entitled to a payment of \$6,624.31 (1% of the total change order work) for his surety bond cost. Both parties agreed that this amount was acceptable.

The final negotiation with the contractor for this change notice was concluded on September 22, 2004.

**CHANGE NOTICE NO. 15 – Provide payment to the contractor for his additional cost of the
maintenance bond for the additional change order work**

BACKGROUND

Paragraph 1.07.B states: "In addition to the standard manufacturer's warranty, the Contractor shall provide a special 5-year Maintenance Bond valued at 25 percent of the Contract Amount covering the 5-year written guarantee described in Section 1.07.A above." As detailed in Change Notice #14 above, the revised contract total for the actual work done amounted to \$1,451,854.67. This total was comprised of \$789,424.14 for the original contract amount (representing 54.4% of the revised contract total) and \$662,430.53 for the additional change work (representing 45.6% of the revised contract total). In compliance with the first sentence of this background paragraph, the contractor is responsible for providing a special 5-year Maintenance Bond for the amount of \$197,356.04 (representing 25% of the original contract amount). In a meeting held on September 23, 2004 the contractor requested that MDT compensate him for the additional cost of the 5-year Maintenance Bond for the additional amount of \$165,607.63 (representing 25% of the additional change order portion).

SUMMARY OF NEGOTIATIONS

On September 24, 2004, the contractor requested a total of \$26,700.00 to provide the above described 5-year maintenance bond. The R.E. reviewed the attached back-up information that was submitted by the contractor's bonding company. Both parties agreed that since the change order amount represented 45.6% of the total revised contract amount then MDT was responsible to compensate the contractor for 45.6% of the maintenance bond cost. Applying this figure of 45.6% yielded the sum of \$12,175.20 that MDT should compensate the contractor.

The final negotiation with the contractor for this change notice was concluded on September 29, 2004.

Measurement and payment shall be as follows:

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MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

Page 2

PROJECT TITLE: Brickell Extension Paint Remediation
CONTRACTOR: Len Hazen Painters, Inc.

CONTRACT NO. TA99-MV3
CHANGE ORDER NO. 2(FINAL)

Revise the following items on the Page 5 of 12 of the original bid form:

<u>Bid Item No.</u>	<u>Description</u>	<u>Original Quantity (l.f.)</u>	<u>Revised Quantity (l.f.)</u>	<u>Change Quantity (l.f.)</u>	<u>Unit Price</u>	<u>Change Amount</u>
09901.01	Guideway (not galv.) Prepare surface, prime & tie coats	4,000	4,519.9	591.9	109.00	\$64,517.10
09901.02	Guideway (not galv.) Apply finish coat	4,825	4,510.75	(314.25)	34.00	(\$10,684.50)
09901.03	Guide beam (not galv.) Prepare surface, prime & tie coats	3,589	3,518.16	(70.84)	27.50	(\$1,948.10)
09901.04	Guide beam (not galv.) Apply finish coat	3,589	2,733	(856)	5.00	(\$4,280.00)
09901.05	Guideway walkway (not galv.) Prepare surface, prime & tie coats	5,784	4,244.5	(1,539.5)	54.00	(\$83,133.00)
09901.06	Guideway (not galv.) Apply finish coat	5,784	4,244.5	(1,539.5)	18.50	(\$28,480.75)
					Sub-total	(\$64,009.25)
<u>Bid Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Original Amount</u>	<u>Revised Amount</u>	<u>Change Amount</u>
01010.02	Allowance Account for IG	L.S.	1	1,968.64	-- 0 --	(\$1,968.64)
					Sub-total	(\$1,968.64)

Add the following items on Page 5 of 12 of the original bid form:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Change Amount</u>
C.O. #2 (C.N. #10)	Provide compensation to the contractor for additional cleaning of Spans #1-15	1	L.S.	\$31,432.65
C.O. #2 (C.N. #13)	Provide payment to the contractor for the additional work of containing the lead and zinc for Spans #16-19 (inbound & outbound); Span #19 cross-over and Span #69	1	L.S.	\$5,761.37
C.O. #2 (C.N. #14)	Provide payment to the contractor for his additional surety bond for the additional change order work	1	L.S.	\$6,624.31

MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Brickell Extension Paint
Remediation
CONTRACTOR: Len Hazen Painters, Inc.

CONTRACT NO. TA99-MV3
CHANGE ORDER NO. 2(FINAL)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Change Amount</u>
C.O. #2 (C.N. #15)	Provide payment to the contractor for the additional cost of the maintenance bond for the additional change work	1	L.S.	\$12,175.20
			Sub- total	\$55,993.53
			Grand Total	(\$9,984.36)

The terms and conditions of this change order and receipt by the contractor of the sum stipulated in this change order shall constitute a full accord and satisfaction by the contractor for all direct and indirect costs and time of performance related to the services and materials described and/or referenced herein, and for any claims the contractor has or may discover it had for acts or omissions of the County or the County's agents preceding the date the contractor executes this change order.



POWER
OF ATTORNEY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
4333 BROOKLYN AVE NE
SEATTLE, WASHINGTON 98105

4333 Brooklyn Avenue N.E.
Seattle, WA 98105

No. 10882

KNOW ALL BY THESE PRESENTS:

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*****MEDFORD ROCKSTROH*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 22 day of November, 1999

R.A. Pierson

R.A. PIERSON, SECRETARY

W. Randall Stoddard

W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 27th day of October, 2004



R.A. Pierson

R.A. PIERSON, SECRETARY